

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

TREASURE CHEST THEMED VALUE MAIL,
INC.,

Plaintiff,

-against-

DAVID MORRIS INTERNATIONAL, INC.,

Defendant.

Civil Action No.

COMPLAINT

ECF Case

Plaintiff, Treasure Chest Themed Value Mail, Inc., by and through its attorneys, Knox Law Group, PC, alleges as follows:

PRELIMINARY STATEMENT

1. This complaint is based upon a knowing and intentional breach of contract between Plaintiff, Treasure Chest Themed Value Mail, Inc. (“Plaintiff”) and Defendant, David Morris International (“Defendant”), whereby DMI failed to submit payment for services rendered by Treasure Chest.

PARTIES

2. Plaintiff is a corporation duly formed and existing under the laws of the State of New York with its principal office located at 104 West 40th Street, 5th Floor, New York, New York 10018.

3. Upon information and belief, Defendant is a corporation duly formed and existing under the laws of the State of California with its principal office located at 4000 MacArthur Boulevard, East Tower, Suite 600, Newport Beach, California 92660.

JURISDICTION AND VENUE

4. Plaintiff is a citizen of the State of New York for purposes of diversity jurisdiction under 28 U.S.C. § 1332.

5. Defendant is a citizen of the State of California for purposes of diversity jurisdiction under 28 U.S.C. § 1332

6. This Court has original subject matter jurisdiction with respect to this action pursuant to 29 U.S.C. § 1332 as there exists complete diversity of citizenship between Plaintiff and Defendant and the amount in controversy exceeds Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

7. Defendant is subject to the jurisdiction of this Court pursuant to 29 U.S.C. 1391(b)(2) as a substantial part of the events giving rise to the claim occurred within this district.

BREACH OF CONTRACT

8. Plaintiff is in the business of providing advertising services.

9. By written agreement dated January 25, 2016 Defendant contracted Plaintiff's services to operate a direct mailing advertising campaign on behalf of Defendant (the "Contract").

10. In exchange for Plaintiff's services, Defendant agreed to provide Plaintiff with consideration valued at \$95,000.00.

11. Plaintiff performed all of its obligations under the Contract.

12. Defendant materially breached the Contract by failing to submit payment to Plaintiff.

13. Defendant's material breach of the brokerage agreement has proximately and directly caused damages to Plaintiff in an amount not less than \$95,000.00.

PRAYER FOR RELIEF

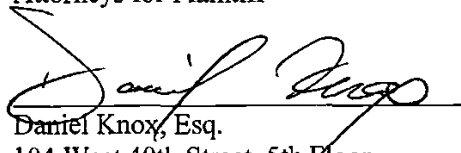
WHEREFORE, Plaintiff respectfully prays for judgement against Defendant as follows:

- (a) Compensatory damages of \$95,000.00;
- (b) Interest at the contractual rate of 1.5% per month;
- (c) Costs and disbursements of this action, including reasonable attorney's fees; and
- (d) Such other further relief as the Court may deem just and proper.

Dated: New York, New York
January 1, 2016

KNOX LAW GROUP, PC
Attorneys for Plaintiff

By:



Daniel Knox, Esq.
104 West 40th Street, 5th Floor
New York, NY 10018
Phone: (646) 475-8429
E-mail: dknox@knoxlaw.nyc